

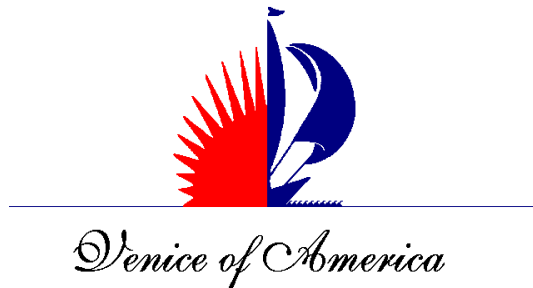
CITY OF FORT LAUDERDALE

**REQUEST FOR PROPOSAL**

**No: 352-9167**

**HOPWA Grant Funding & Supportive Services**

Issue: February 1<sup>st</sup>, 2005  
DUE DATE: March 1<sup>st</sup>, 2005 at 2:00 PM, EDT



Issued for the City of Fort Lauderdale, Community and Economic Development  
By  
The Administrative Services Department, Division of Procurement and Materials Management

On the web at: [www.fortlauderdale.gov/purchasing](http://www.fortlauderdale.gov/purchasing)

Kirk W. Buffington, MBA, C.P.M., Director, Procurement Services Department

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## **PART I - GENERAL INFORMATION/INTENT**

### **01. PURPOSE**

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified not-for-profit organizations to provide housing assistance and certain limited supportive services for low-income Broward County residents who are HIV positive, have AIDS or related illnesses, and their families. This request for proposal (RFP) is issued pursuant to the provisions of the Housing Opportunities for Persons with AIDS (HOPWA) Program authorized by the AIDS Housing Opportunity Act of 1992.

Cities that are the most populous units of local government receive formula allocations based on their metropolitan population and proportionate to the number of cases of persons with AIDS. The HOPWA program provides states and localities with the resources to devise strategies for meeting the housing and supportive services needs of low-income persons with HIV.

HOPWA funds may be used to assist all forms of housing designed to prevent homelessness including emergency housing, shared housing arrangements, apartments, single room occupancy (SRO) dwellings, and community residences. Appropriate supportive services, as required by the Code of Federal Regulations 24CFR§574.300(7) must be provided as part of any HOPWA assisted housing, but HOPWA funds may also be used to provide services independently of any housing activity.

Proposals are being sought for the following activities, which are discussed separately under Part IV, REQUIREMENTS OF THE PROPOSAL, APPLICATION FUNDING REQUIREMENTS, and NARRATIVE ELEMENTS: ALF Placement, Substance Abuse Housing and Project-Based Rental Assistance.

### **02. INFORMATION OR CLARIFICATION**

For information concerning procedures for responding to this RFP, contact Kirk Buffington, C.P.M., Director of Procurement Services, at (954) 828-5933. For information concerning the technical specifications or scope of services, contact Lois Westerhoff, HOPWA Supervisor, at (954) 828-4941. Such contact must be limited to clarification purposes only. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addenda.

It is preferred that all questions be directed to the Department of Procurement Services, and be submitted in writing to 100 North Andrews Avenue, Fort Lauderdale, FL 33301, attn: Kirk Buffington. To facilitate the prompt receipt of questions, they may also be faxed to (954) 828-5576 attn: Kirk Buffington, or sent via e-mail to [kbuffington@fortlauderdale.gov](mailto:kbuffington@fortlauderdale.gov). Questions of a material nature must be received prior to the cut-off date specified in the RFP schedule. Proposers please note: No part of your proposal can be submitted via FAX.

### **03. ELIGIBILITY**

The Proposer must

- A. Be a private non-profit corporation organized under state or local laws; have a tax exemption ruling from the Internal Revenue Service under section 501(c) of the Internal Revenue Code of 1986. New nonprofits must show evidence of application for 501(c) 3 status at time of submission of RFP and must be designated a 501(c) 3 before any funds may be obligated. Funds are obligated on the date the City Commission approves the funding recommendation and awards the grant; and
- B. Have no part of its net earnings inure to the benefit of any member, founder, contributor, or individual; be neither controlled by, nor under the direction of, individuals or entities seeking to derive profit or gain from the organization; and

- C. Have standards of financial accountability that conform to 24CFR§84.21, "Standards for Financial Management Systems"; and
- D. Show that at least one-third of the applicant agency's governing board is representative of the clients the agency serves (e.g., if the majority of the clients served by the agency are HIV/AIDS patients, 1/3 of the board of directors must be PLWH/As.) The Proposer must certify that this requirement has been met before any funds may be obligated. Funds are obligated on the date the City Commission approves the funding recommendation and awards the grant; and
- E. Provide a format and/or consumer grievance process whereby PWAs may advise the organization of its concerns regarding the operation, organization and implementation of HIV/AIDS related programs; and
- F. Have a demonstrated capacity for carrying out program activities. An organization may satisfy this requirement by hiring experienced, accomplished, key staff members (or a consultant) who have successfully operated similar programs; and
- G. Have a history of serving the HIV/AIDS community. In general, an agency must be able to show two years of serving the HIV/AIDS community. However, a newly created organization may meet this requirement by demonstrating that its parent organization has at least two years of serving the HIV/AIDS community; and
- H. Provide letters of collaboration with other agencies providing supportive service arrangements should be included in the Proposal as attachments; and
- I. Provide the name and title of the person(s) authorized to sign on behalf of the organization, and to legally bind the organization, along with a copy of the board resolution(s) granting such authority; and
- J. Provide proof of corporate status of the participant. Proof of corporate status can be obtained from the state of Florida Division of Corporation web page. <http://www.sunbiz.org/>; and
- K. provide address(es) of property(ies) where program will be conducted and proof of the applicant's right to be in possession of this property, including a copy of the deed to the property that includes the legal description. If the applicant is not the owner of the real property, then the applicant must provide a copy of a lease that shows that the applicant has the right to be in possession of the property, has the right to conduct this business at this location, has the right to make the improvements requested, if applicable, and proof that the term of the lease is as long as the term of the agreement, if awarded funding; and
- L. provide copies of current occupational licenses for each address where business will be conducted; and
- M. provide proof that there are no outstanding City of Fort Lauderdale liens against this business or these addresses; and

#### 04. RESTRICTIONS

- A. Recipients must assure that funds will not supplant any existing programs or resources for HIV programs and services (e.g., services must not be duplicated under Ryan White funding).
- B. Providers must provide services only to eligible Broward County residents.
- C. Rent standards shall be no more than the published Section 8 fair market rent or the HUD approved community-wide exception rent for the unit size. The rent charged for a unit must be reasonable in relation to rents currently being charged for comparable units in the private unassisted market and must not be in excess of rents currently being charged by the owner for comparable unassisted units.

Each person receiving rental assistance under this program or residing in any rental housing assisted under this program, must pay as rent an amount determined in accordance with Section 3(a) of the United States Housing Act of 1937 and Section 8 Housing guidelines. Under these authorities according to 24CFR§574.310(d), each resident must pay as rent the higher of:

1. Thirty percent (30%) of the family's monthly adjusted income (adjustment factors include the age of the individual, medical expenses, size of the family and child care expenses);
  2. Ten percent (10%) of the family's monthly gross income; or
  3. If the family is receiving payments for welfare assistance from a public agency and a part of the payment, adjusted in accordance with the family's actual housing costs, is specifically designated by the agency to meet the family's housing costs, the portion of the payment that is designated.
- D. Recipients must assure that funds will not be utilized to make payments for a service that will be provided for under another third-party benefits program or by an entity that provides services on a prepaid basis.
- E. Entities must provide service without regard to ability to pay or the current or past health condition of an individual.
- F. Recipients must agree to cooperate with the City of Fort Lauderdale and the Federal Government in the implementation of a uniform data reporting system. Required data will include, but may not necessarily be limited to: monthly reporting that documents the number of unduplicated clients served, specifically by age, race, sex, and ethnicity; social security number; and/or quarterly reports that identify problems and successes with strategies for resolution of problems.
- G. Recipients must comply with Title II of the American with Disabilities Act regarding non-discrimination on the basis of disability and provide a statement pledging to abide by the Broward County Human Rights Ordinance with respect to employment, housing and public accommodations based on race, sex, religion, color, national origin, age, disability, marital status, political affiliations, familial status and sexual orientation.
- H. Recipients must ensure the confidentiality of the name of any individual assisted under the HOPWA Program and any other information regarding individuals receiving assistance.
- I. Established agencies must submit or have previously provided the City with the most recent financial statement/audit. Agencies unable to provide same must submit written explanation as to why such a document is unavailable.
- J. Providers of assistance that are primarily religious organizations must agree to provide all eligible activities in a manner that is free from religious influences and in accordance with 24CFR§574.300(c).

#### 05. MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If Proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a Proposer is considered for award, he will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract. Two (2) bonus scoring points are available to MBE/WBE appropriately identified respondents.

See General Conditions (GC) Section 1.08 for MBE and WBE definitions. The GC are included in this RFP, and are hereby incorporated.

## **PART II - RFP SCHEDULE**

### **01. RFP TIMETABLE**

Release of RFP	02/01/05
Last date for questions of a material nature	02/16/05
Addendum Release (if necessary)	02/23/05
<b>PROPOSALS DUE</b>	<b>03/01/05</b>
Evaluation Review of 2005-2006 funds	04/11/05
Public Hearing – HOPWA funding recommendations and City Commission Award of Contract (Estimated)	06/21/05*
Follow-up Meeting (if necessary)	07/06/05
Begin Development of Contracts by City	07/20/05*

\*Tentative dates, subject to change.

### **PART III - SPECIAL CONDITIONS**

#### **01. GENERAL CONDITIONS**

RFP General Conditions Form G-107 Rev. 11/04 (GC) are included and made a part of this RFP.

#### **02. VARIANCES**

While the City allows Proposers to make variances to the RFP's terms, conditions, and specifications, the number and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points. See Section 1.06 of GC.

#### **03. PUBLIC ENTITY CRIMES**

In accordance with Sections 287.132 - 133 Florida Statutes, a firm must have a Public Entity Crimes form on file with the City prior to providing goods or services above the current threshold. A copy of that form is included in this RFP. See Section 3.13 of GC.

#### **04. NEWS RELEASES/PUBLICITY**

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

#### **05. RFP DOCUMENTS**

Proposers shall examine this RFP carefully. Ignorance of the requirements will not relieve Proposers from liability and obligations under the Contract.

#### **06. PROPOSERS' COSTS**

The City shall not be liable for any costs incurred by Proposers in responding to this RFP.

#### **07. REIMBURSEMENT**

Reimbursement for services will be provided on a monthly basis (unless described otherwise). Invoices must be timely and accurately reflect actual units of service or costs as described by contract. Agencies should anticipate 30 days from the submission of an acceptable invoice to the issuance of reimbursement payment.

Providers are required to submit monthly and/or quarterly progress reports with invoices. Providers are subject to program monitoring and must make all program records available for review and/or audit. The monitoring will be conducted by the City of Fort Lauderdale or by an outside agency on the City's behalf.

#### **08. AWARD OF CONTRACT**

Notification will be made in writing to agencies selected for award and contracts will be prepared. Providers will be required to submit monthly invoices and reports.

#### **09. RULES AND PROPOSALS**

The signer of the proposal must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal Proposer.

## 10. CONFIDENTIAL INFORMATION

See General Conditions Paragraph 3.15.

## 11. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES

Proposer agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

## 12. INSURANCE REQUIREMENTS

At all times during the term of the Contract, the Proposer shall maintain in full force and effect, at its sole cost, the insurance coverage set forth below:

The Proposer is solely responsible for site security and shall procure, or have any subcontractors procure, General Liability Insurance, Comprehensive Builder's Risk Insurance, and Worker's Compensation Insurance coverage pertaining to the premises in a form, content, and amount acceptable to the City's Risk Manager. Such insurance supplied by the Proposer hereunder shall be primary.

1. Fire and extended coverage. The Proposer, or any of its subcontractors, at its expense, shall provide full theft, windstorm, fire and extended coverage on any property acquired, constructed or rehabilitated, and personal property located on the premises by the Proposer, for the benefit of the City and the Proposer, as each party's interests may appear, in an amount not less than one hundred percent (100%) of the replacement value of the property.

2. Worker's Compensation. The Proposer, or any of its subcontractors, shall provide, carry, maintain and pay for all necessary worker's compensation insurance for the benefit of its employees with the following limits: worker's compensation-statutory limits; Employer's liability-one hundred thousand dollars (\$100,000).

3. Liability Insurance. The Proposer, or any of its subcontractors, shall, at its own expense, provide, pay for, and continuously maintain, comprehensive and all inclusive public liability and property damage insurance for the benefit of the City, with a policy limit of not less than one million dollars \$1,000,000, combined single limits, which coverage shall include property damage and personal injuries, including death, and shall include the City of Fort Lauderdale as an additional named insured.

4. Policies. Whenever, under the provisions of the agreement, insurance is required of the Proposer, the Proposer will provide the following:

- (a) Certificates of insurance evidencing the required coverages;
- (b) Names and addresses of companies providing coverages;
- (c) Effective and expiration dates of policies;
- (d) A provision in all policies affording City thirty days written notice by any carrier of any or material change in any policy; and
- (e) Provide to the Purchasing Division original certificates of such coverage and receive approval of those certificates by the City's Risk Manager, prior to engaging in any activities under this contract.

5. Collection of Insurance. In the event of destruction or damage to, any of the premises and contents covered by insurance, the funds payable shall be deposited in a commercial national bank located in Fort Lauderdale, Florida, selected by the City, as a trust and said funds shall be used for the purpose of fund, reconstruction or repair, as the case may be: first, or any portion of the premises; second, improvements; and third, personal property, so damaged or destroyed. The Proposer or any of its subcontractors, in strict conformity with the ordinances of the City and all



governmental agencies jurisdiction shall do such reconstruction and repair work. Should the cost of reconstruction exceed the amount of funds available from the proceeds such insurance policy, then in such event, such funds should be used as far as the same will permit in paying the cost of said reconstruction or repair and the Proposer, or any of its subcontractors, shall be responsible for the funds. In the event that the cost of such reconstruction or repair work shall be less than the proceeds derived from such insurance policies, the surplus shall be payable to the Proposer.

6. Insurance provisions may be subject to some variations and may be required by participating financial lenders.

### 13. RECORDS

The Proposer and any of its subcontractors shall maintain, during the term of the contract, all books of account, receipts, invoices, reports, and records in accordance with generally accepted accounting principles and standards. The form of records and reports shall be subject to the approval of the City. The City and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of Proposer which are pertinent to the contract award, in order to conduct audits, examinations, excerpts, and transcripts.

The Proposer shall maintain and make available, in Broward County Florida, such records and files for the duration of the contract and retain them for a period of three (3) years beyond the last day of the contract term. If any litigation, claim, contract negotiation, audit or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the expiration of the regular 3-year period, whichever is later.

An annual audit of the Proposer, performed by an independent auditor, will be required. The auditor shall determine whether:

- (1) The financial statements of the Proposer adequately demonstrate fairly its financial position and the results of its financial operations in accordance with generally accepted principles,
- (2) The Proposer has internal accounting and other control systems to provide reasonable assurance that it is in compliance with applicable laws and regulations, and
- (3) The Proposer has complied with laws and regulations that may have a material effect on its financial statements and on the federal assistance program.

### 14. RIGHT TO SUBCONTRACT

The Proposer shall have the right to subcontract, but shall be fully responsible and cannot be relieved of any liability under this contract on account of any subcontractor. All subcontracting must have prior written City approval. The City reserves the right to approve or reject any subcontractor. Approval of subcontractors shall not be unreasonably delayed.

If any portion of the contract is to be performed by a subcontractor, the prime contractor shall provide to the City the name, address, telephone number, and principal contact of the proposed subcontractor; a description of the work to be performed; and the qualifications of the proposed subcontractor. Certification of compliance will be required before any payments for construction will be paid.

### 15. CONTRACT COORDINATOR

The City will designate a Contract Coordinator. The duties of the Coordinator will be:

1. liaison with the Proposer;
2. coordination and approval of all work under the contract;

3. assure consistency and quality of the Proposer's performance;
4. review and approve payment for all reimbursement requests.

The Coordinator and other City or Federal representatives shall have access to all work sites and the Proposer's records directly related to the contract.

#### 16. UNCONTROLLABLE CIRCUMSTANCES ("Force Majeure")

The Proposer and the City will be excused from the performance of their respective obligations under this agreement, when and to the extent that their performance is delayed or prevented by circumstances beyond their control, including fire, flood, explosion, strikes, or other labor disputes, acts of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

1. the non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure, including but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
2. the excuse of performance is of no greater scope and of no longer duration that is required by the Force Majeure;
3. no obligations of either party that arose before the Majeure causing the excuse of performance are excused as result of the Force Majeure; and
4. the non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of thirty (30) days provided that in extenuating circumstances, the City may allow for a longer term. Economic hardship of the Proposer will not constitute Force Majeure. The term of this contract shall be extended by a period equal to that during which either party's performance is suspended under this Section.

#### 17. STANDARDS OF WORK

The Proposer agrees that the performance of work described in this contract and pursuant to this contract shall be done in a professional manner and shall conform to industry standards.

#### **PART IV - CONTENT REQUIREMENTS OF THE PROPOSAL**

All proposals must be submitted as specified on the proposal pages, which follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all required parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a Proposer to respond to a requirement, the response should include reference to the document number and page number. This will provide a quick reference for the evaluators. Proposals not providing this reference will be considered to have no reference material included in the additional documents.

All proposals must be submitted in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside. If more than one package is submitted, they should be marked 1 of 2, etc.

**ALL PROPOSALS MUST BE RECEIVED IN THE PURCHASING DIVISION, ROOM 619, 6th FLOOR, CITY HALL, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA, 33301 PRIOR TO 3:00 PM ON THE DATE SPECIFIED IN THE SCHEDULE SECTION OF THIS RFP.**

A representative who is authorized to contractually bind the Proposer shall sign the proposals.

PROPOSERS MUST SUBMIT AN IDENTIFIED ORIGINAL COPY  
PLUS SEVEN (7) COPIES OF THE PROPOSAL  
INCLUDING ANY ATTACHMENTS

NOTE: THE REQUIREMENT IS FOR **EIGHT (8)** COPIES IN TOTAL

#### **PROPOSAL PAGES ARE AS FOLLOWS:**

The completed proposal **MUST** include all of the following, in the following order:

1. Cover letter that clearly identifies all bid activities
2. Table of Contents
3. Signature Page
4. Bid Budget Line Item Form
5. Project/Program Narrative
6. Attachments

**PROPOSERS PLEASE INSURE THAT YOU HAVE SIGNED THE SIGNATURE PAGE OF THESE PROPOSAL PAGES. OMISSION OF A SIGNATURE ON THAT PAGE WILL RESULT IN REJECTION OF YOUR PROPOSAL. COMPLETE AND RETURN THE REQUIRED NUMBER OF PROPOSAL PAGES AND ATTACHMENTS.**

PROPOSAL IDENTIFICATION: Please indicate on the face of your sealed proposal package the following:  
**RFP NO.: 352-9167** ... OPENS March 1<sup>st</sup>, 2005.

**Proposal Requirements - Item 3**  
**SIGNATURE PAGE**

TO: The City of Fort Lauderdale

The below signed hereby agrees to furnish the following capacity article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications, addenda, legal as advertisement, and conditions contained in the RFP. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) \_\_\_\_\_ Title \_\_\_\_\_

Organization: (legally registered as) \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Telephone No. \_\_\_\_\_ FAX No. \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Addenda ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in his proposal:

<u>Addenda No.</u>	<u>Date Issued</u>
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VARIANCES: State any variations to specifications, terms and conditions in the space provided below. No variations or exceptions by the Proposer will be deemed to be part of the proposal submitted unless such variation or exception is listed and contained within the proposal documents and referenced in the space provided below. If no statement is contained in the space below space, it is hereby implied that your proposal complies with the full scope of this RFP.

Variances:

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## PART V – HISTORY, EXPERIENCE AND QUALIFICATIONS OF PROPOSER

### (FOR ALL PROPOSING AGENCIES WHETHER OR NOT THEY ARE CURRENTLY HOPWA FUNDED)

The following information must be provided and all questions answered. Where indicated, information must be provided as attachments, clearly labeled.

#### DESCRIPTION OF ORGANIZATIONAL ABILITY

##### 1.1 Articles of Incorporation:

Provide documentation of your agency's Articles of Incorporation recognized by the state as formally establishing a Private Corporation, business, or agency as **Attachment A**.

##### 1.2 Nonprofit Certification:

Provide documentation of the applicant agency's 501(c) 3 tax-exemption status from the Federal Internal Revenue Service and evidence that no part of the applicant agency's earnings work to the benefit of any member, founder, contributor, or individual as **Attachment B**.

##### 1.3 Organization and Philosophy:

Provide a mission statement of your organization in two concise paragraphs. This statement should briefly address the philosophy of your organization. (Limit to two concise paragraphs)

##### 1.4 Financial Audit and Budget:

- a. Provide a copy of your organization's most recent financial audit as **Attachment C**.
- b. What is your agency's current and projected total operating budget? \_\_\_\_\_ and \_\_\_\_\_ . Attach a copy of your budget for the current year and the projected budget for next year as **Attachment D**.

##### 1.5 Table of Organization:

- a. Provide the most recent organizational chart for your agency as **Attachment E**. Indicate where the proposed project will fall in the organizational structure.
- b. Identify relevant training that will be provided for agency staff.
- c. Identify whether the staff to provide the service(s) is currently available or if recruitment is necessary.
- d. State whether the Proposer will license staff, if required.
- e. Identify the staff person who will serve as the liaison if you are awarded the contract. Said individual will monitor contract provisions and must be available to meet with the City staff to review activities on an "as needed " basis. Include their name, title or position. Attach resumes, job description and copies of required licenses as **Attachment F**.

##### 1.6 Board of Directors:

- a. One-third of the members of your Board of Director's must be representative of the clients you serve (i.e. be living with HIV/AIDS). Please provide a statement on agency letterhead to that affect with the RFP response.

Provide certification as **Attachment G**. The agency's by-laws should incorporate this provision and be sufficient to meet this requirement.

- b. Provide a current listing of the Board of Directors, Officers of the Organization and Advisory Council Members as **Attachment H**.

**1.7 Service Experience:**

- a. Describe your current efforts, if any, relating to the provision of HIV/AIDS related service(s), including approximate number of persons being served by gender, ethnicity and age, number and types of staff providing substantial amount of the service, and the source(s), amount(s), and period(s) of existing funding to provide services to HIV/AIDS clients. State the full range of services that your organization currently provides to HIV/AIDS clients.
  
- b. How many years has your organization been a public service provider for persons living with HIV/AIDS? \_\_\_\_\_
  
- c. Provide a statement (not to exceed one page) describing the agency's history and programs that address community needs and procedures for making HIV/AIDS services accessible to the community. Include a description of your client grievance process as **Attachment I**.

**1.8 Procedures and Reports:**

- a. Describe your system for collecting and reporting both agency/administrative level and client level data. Explain the system to be utilized to ensure compliance with contract reporting requirements.

- b. Explain your system for safeguarding the confidentiality of clients and the grievance procedure currently in place or that you propose to establish for these purposes.
- c. Provide a statement that insures that your agency will serve all clients without regard to race, color, religion, marital status, familial status, sexual orientation, ancestry, sex, age, national origin, medical or mental condition.
- d. Describe the process used to monitor and control the quality of services provided by staff.

**1.9 Collaborations:**

- a. Explain how your agency, as a provider of housing services for persons living with HIV/AIDS, will work in conjunction with other agencies to ensure comprehensive, continuous and integrated care. Describe any case management system currently in place.

- b. List the agencies that will work with you in providing coordinated services to the clients you intend to serve.

Agency Name and Address	Contact Name and Phone Number	Description of Service

- c. Submit any referral agreements, letters of commitment or documentation of working relationships with any other organizations providing HIV/AIDS and related services as **Attachment J**.
- d. What other funds are available to pay for services and/or augment HOPWA funding? Attach agreements from the relevant funding sources. Also include a detailed explanation of any funding sources for which an application was made in the past 6 months as **Attachment K**.
- e. What are your agency's plans for funding its operations and services in the future?
- f. Describe and enclose any licensure requirements that your organization and/or key members of your proposed project staff have met as **Attachment L**.



**PART VI - TECHNICAL SPECIFICATIONS/CRITERIA FOR EVALUATION  
2005-2006 FUNDS**

**01. PROJECT DESCRIPTION**

The City awards funds appropriated for HOPWA services through a competitive process. The grants are awarded based on applications submitted in response to this RFP. Proposals on the 2005-2006 funds for \$2,400,000.00 are being sought for the following activities, which are discussed separately under PROPOSAL REQUIREMENTS – ITEM 5, PROJECT/PROGRAM NARRATIVE:

**ALF PLACEMENT**

Provision of housing in Assisted Living Facilities for clients who require supervision and some assistance with their activities of daily living is necessary. Meals, housekeeping and all utility costs must be included in the daily rate.

**SUBSTANCE ABUSE HOUSING**

Provision of housing for up to 5 months for persons with HIV/AIDS who require residential services while being treated for substance abuse is necessary. Meals, housekeeping and all utilities must be included in the daily rate.

**PROJECT-BASED RENTAL ASSISTANCE**

Support for residential housing units, including emergency short term supported housing units, operated by nonprofit organizations for HIV/AIDS clients. Except for persons in short-term supported housing, each person receiving rental assistance under this program must pay a portion of their income for rent.

## 02. EVALUATION AND SELECTION CRITERIA

An evaluation committee of qualified City staff and/or other persons selected by the City will conduct evaluation of the 2005-2006 funding proposals. Proposals will be evaluated based on the criteria below.

Information and references submitted will be considered in the award. The City may require site visits as part of the evaluation process.

The City may require additional information and Proposers agree to furnish such information. The City reserves the right to fund the Proposer who will best serve the interest of the City. The City reserves the right based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

### A. Evaluation Criteria

1. The extent to which the Proposer's organization history, structure, mission and range of services coincide with the stated requirements. 20 points.

(In order to receive 20 points, the narrative must address each required element with enough detail to clearly describe the service or activity to provide. Points will be deducted if incomplete.)

2. Experience, qualifications and proven record carrying out independent housing projects or community residences. 30 points.

(In order to receive 30 points, the organization must demonstrate success in providing the service or activity proposed. Descriptions of the experience and qualifications of staff to be involved in each proposed activity or service must be included as well as a brief report on past success in carrying out the service or activity.)

3. Financial capacity as indicated by the latest financial audit, and/or the extent of leveraged public and private resources for the project. 20 points.

(In order to receive 20 points, an organization must be in good financial standing, as shown on the most recent audit report. No points in this category will be provided to organizations not submitting an audit report.)

4. Soundness and feasibility of agency's plan to carry out the service(s) to be provided to meet the goal of the activity. 20 points.

(In order to receive 20 points, the proposal must clearly achieve the stated goal of that activity. Points will be deducted for proposals that fall short of the goal.)

5. Demonstrated supportive service partnerships. 8 points.

(In order to receive 10 points, the agency must provide contracts or letters of agreements verifying established collaborations.

6. Award 2 points for appropriately designated MBE/WBE respondents 2 points.

In order to be considered for funding, proposals must receive a minimum of 80 points overall in each category where funds are requested. Proposals that receive 90 or more points will be considered most preferred proposals and will be considered first for funding. The selection committee will make recommendations on the level of funding on only qualifying proposals based on the availability of funds for each category.

**Proposal Requirements - Item 4  
BID BUDGET LINE ITEM FORM**

**BID BUDGET LINE ITEMS**

The Proposer may request funding for one or more categories included in the RFP. Funding for these activities is from the City's 2005-2006 allocation. A total of \$2,400,000.00 is available. Requests should be for a 12-month budget from October 1, 2005 to September 30, 2006. Each program must be included in the Category Budget Narrative Summary form (Proposal Requirements – Item 5).

	BUDGET	\$ REQUESTED
ALF Placement	\$ 800,000	\$ _____
Substance Abuse Housing	\$ 376,000	\$ _____
Project-Based Rental Assistance	\$1,224,000	\$ _____
TOTAL Available/Requested Funding	\$2,400,000	\$ _____

**Proposal Requirements - Item 5  
PROJECT/PROGRAM NARRATIVE**

**PROPOSAL PAGES PART II - NARRATIVE AND BUDGET FOR ACTIVITY FUNDING**

Provide a concise narrative that includes all the elements required for each activity as listed on the pages that follow. You must submit a narrative for each activity in which funding has been requested. Additional sheets may be used, but they should reference each activity and should be numbered consecutively. The Line Item Budget Form (Exhibit A) and Budget Narrative Form (Exhibit B) must be completed for each activity in which funding has been requested. Budget may include administrative costs, including direct costs, up to a maximum of 7 (seven) percent of the total program costs.

Describe all services to be provided for each unit of service. Include a description of all other services available to the client. Agencies currently funded by HOPWA may elect to continue using their current method of calculating unit of services or utilize fair market rents (FMR). Agencies not currently funded by HOPWA must utilize fair market rents (FMR).

WHEN COMPLETING THE NARRATIVE, PLEASE REFER TO RFP PART VI, EVALUATION AND SELECTION CRITERIA, AND INCLUDE ALL IDENTIFIED INFORMATION TO ENSURE THAT YOU RECEIVE MAXIMUM POINTS FOR ALL EVALUATION CRITERIA.

ACTIVITY FUNDING REQUIREMENTS  
SCOPE OF SERVICE/NARRATIVE ELEMENTS

**ALF PLACEMENT**

\$800,000.00

The goal of ALF Placement is to provide housing in Assisted Living Facilities for clients who require supervision and some assistance with their activities of daily living. Meals, housekeeping and all utility costs must be included in the daily rate. Project narrative must include descriptions of:

1. The Proposer's experience in operating a community residence for HIV/AIDS clients.
2. Services provided at the ALF as well as those available to each client e.g., access to coffee, juice, and snacks. Letters of collaboration with other agencies providing supportive service arrangements should be identified in the narrative and included in the Proposal as Attachments.
3.
  - a. Number of clients expected to be served.
  - b. Services to be provided.
  - c. Number of units to be funded and the cost per day of services.
4. Brief description of the qualifications and experience of Proposer's staff.
5. Budget Line Item and Narrative Forms.

ACTIVITY FUNDING REQUIREMENTS  
SCOPE OF SERVICE/NARRATIVE ELEMENTS

**SUBSTANCE ABUSE HOUSING**

\$376,000.00

The goal of substance abuse housing is to provide housing for up to five months in a residential treatment setting for dually diagnosed clients who need substance abuse treatment while residing in a closely supervised setting. Meals, housekeeping and all utility costs must be included in the daily rate. Project narrative must include descriptions of:

1. The Proposer's experiences in operating a residential treatment facility or a community residence for HIV/AIDS clients who have substance abuse problems.
2. Services provided at the facility as well as services available to each client e.g., access to coffee, juice, snacks, etc. Letters of collaboration with other agencies providing supportive service arrangements should be identified in the narrative and included in the Proposal as Attachments.
3.
  - a. the number of units of service to be funded
  - b. the cost per day of service
  - c. number of clients expected to be served. Describe all services to be provided per unit of service.

NOTE: Assistance will be provided to eligible clients for a maximum of 180 days. Housing up to 150 days does not require a rent payment by the client. Anything over five months is considered to be long-term according to the HUD regulations, and does require that the client participate in the rent payments. The 6th month should be considered a transitional month, to help the client secure independent housing arrangements.

4. Proposer's must demonstrate capacity to carry out this provision as well as a brief description of the qualifications and experience of your staff.
5. Budget Line Item and Narrative Forms.

ACTIVITY FUNDING REQUIREMENTS  
SCOPE OF SERVICE/NARRATIVE ELEMENTS

**PROJECT BASED RENTAL ASSISTANCE**

\$1,224,000.00

Provision of housing support for nonprofit HIV/AIDS housing, including emergency short term supported housing units, services in Broward County. Except for persons in short-term supported housing, each person receiving rent assistance must pay a portion of their income for rent.

All housing units proposed for support must provide supportive services, either on site or in conjunction with other organizations. Supportive services provided include, but are not limited to: health, mental health assessment, housing placement, drug and alcohol abuse treatment and counseling, daycare, nutritional services, intensive alcohol abuse treatment and counseling, daycare, nutritional services, intensive care when required, case management and assistance in gaining access to local, state and federal government benefits and services. The recipient must provide safe and sanitary housing that is in compliance with all applicable state and local housing codes, licensing requirements, and any other requirements in the jurisdiction where the housing is located.

The narrative must include:

1. Addresses of all sites to be requested for housing support funding.
2. Proposer's experience in operating a community residence or independent housing units for HIV/AIDS clients.
3. Amenities and supportive services to be provided and/or available to the residents (see supportive services above). Letters of collaboration with other agencies providing supportive service arrangements MUST be identified in the narrative and included in the proposal as attachments.
4. Cost per day or per month of service. NOTE: Long-term supported housing requires that the clients pay a portion of their income as rent, as required in 24CFR§574.
5. Proposer's capacity to carry out this provision as well as a brief description of the qualifications and experience of Proposer's staff.
6. Budget Line Item and Narrative Forms.

## PART VII - DEFINITIONS

**Acquired Immunodeficiency Syndrome (AIDS)** or related diseases means the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome, including infection with the human immunodeficiency virus (HIV).

**Eligible Person** means a person with AIDS or related disease that is a low-income individual, as defined in this RFP, and the person's family. A person with AIDS or related disease or a family member regardless of income is eligible to receive housing referral and information services.

**Low-income Individual** means any individual or family whose income does not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. Only those participants receiving housing referral and information services need not be low-income.

**Nonprofit Organization** means any nonprofit organization that 1. Is organized under state or local laws, 2. has no part of its net earnings inuring to the benefit of any member, founder, or contributor, or individual, 3. has a functioning accounting system that is operated in accordance with generally accepted accounting principles, or has designated an entity that will maintain such an accounting system, and 4. has among its purposes significant activities related to providing services or housing to persons with AIDS or related diseases.

**PLWA** (Person living with Aids).

**PLWH** (Person living with HIV).



**EXHIBIT A****LINE ITEM BUDGET  
12-Month Summary**

PROPOSED SERVICE: \_\_\_\_\_

AGENCY NAME: \_\_\_\_\_

BUDGET PERIOD: From 10/1/05 to 9/30/06

<b>CATEGORY</b>	<b>MONTHLY COSTS</b>	<b>ANNUAL COSTS</b>
Program/Service		
<b>TOTAL PROGRAM COSTS</b>		
Personnel		
Fringe Benefits		
Travel		
Supplies		
Equipment		
Other		
<b>TOTAL HOPWA ADMINISTRATIVE \$ COSTS REQUESTED</b>		
<b>TOTAL ALL CATEGORIES</b>		



**EXHIBIT B****BUDGET NARRATIVE – PROGRAMS/SERVICE**

PROPOSED PROGRAM/SERVICE: \_\_\_\_\_ AGENCY NAME: \_\_\_\_\_

<b>Proposed Services: Assisted Living Facility, Substance Abuse Housing, Project Based Rental Assistance</b>	<b># Clients Projected to Serve Monthly</b>	<b>Projected Monthly Unit Cost</b>	<b>Projected Monthly Expense</b>	<b>Projected Annual Program Costs</b>
<b>Total Projected HOPWA Program Budget</b>				

**EXHIBIT B****BUDGET NARRATIVE – PERSONNEL**

PROPOSED SERVICE \_\_\_\_\_ AGENCY NAME \_\_\_\_\_

Position/Name	Administration/Program	Annual Salary	Hours Per Week	Pay Periods	Pay Per Period	Percent Funded	Requested Amount
Total Personnel (Line Item Budget, Line A)							

Requested Amount = Pay Periods x Pay Per Period x Percent Funded

- If not requesting 100% funding for the position, attach a sheet detailing each position showing total salary, funding sources and percentage per source.

**EXHIBIT B****BUDGET NARRATIVE – FRINGE BENEFITS**

PROPOSED SERVICE \_\_\_\_\_ AGENCY NAME \_\_\_\_\_

<b>(Show formulas and descriptions for all Fringe Benefits)</b>	<b>Administration Amount</b>	<b>Total</b>
1. FICA = 7.65% x taxable salaries		
2. Retirement = agency rate x eligible salaries		
3. Florida Unemployment Compensation = agency rate x taxable salaries		
4. Worker's Compensation = agency rate x taxable salaries		
5. Health/Life Insurance = agency rate x number of employees x funded % for each position		
6. Dental Insurance = agency rate x number of employees, funded % for each position		
7. Other = agency benefit other than those listed above		
<b>TOTAL FRINGE BENEFITS (Line Item Budget, Line B)</b>		

**EXHIBIT B****BUDGET NARRATIVE – TRAVEL**

PROPOSED SERVICE \_\_\_\_\_ AGENCY NAME \_\_\_\_\_

List position title/employee name and show mileage computation	Administration Amount	Total
Mileage computation – estimated miles x .375		
<b>TOTAL TRAVEL</b> (Line Item Budget, Line C)		

**EXHIBIT B**  
**BUDGET NARRATIVE – SUPPLIES**

PROPOSED SERVICE \_\_\_\_\_ AGENCY NAME \_\_\_\_\_

Includes materials and supplies used to conduct day-to-day operations.	Administration Amount	Total
<b>TOTAL SUPPLIES</b> (Line Item Budget, Line D)		

## City of Fort Lauderdale GENERAL CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Department. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement.

### **PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:**

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor mailing lists for each specific Commodity Class Item. Invitation to Bid (ITB'S) will be mailed first to a selection of Bidders who have fully registered on our system. Requests will be mailed to unregistered Bidders within a reasonable time frame for that bid only. Neither the mailing of one ITB to the vendor, nor a bid in return, will register a vendor on our system. If you wish purchase orders sent to a different address, please so indicate. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.05 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that his bid and the prices quoted in his bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.  
  
By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- 1.07 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.08 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term 'Minority Business Enterprise' means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.



ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

#### 1.09 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

- 1.09(a) **CERTIFICATION BY BROWARD COUNTY, FL:** If awarded a contract or purchase order as a result of this solicitation, and if the awarded contractor/vendor is claiming minority status in accordance with Section 1.08 of the General Conditions, then said awarded contractor/vendor shall apply for certification by Broward County, Florida, Division of Equal Employment and Small Business Opportunity. Contractor/vendor shall provide documentation of application status, and once approved or disapproved by Broward County, must also provide that documentation to the Procurement Services Department of the City of Fort Lauderdale.

#### **Part II DEFINITIONS/ORDER OF PRECEDENCE:**

- 2.01 **BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:  
 INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.  
 REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.  
 BID – a price and terms quote received in response to an ITB.  
 PROPOSAL – a proposal received in response to an RFP.  
 BIDDER – Person or firm submitting a Bid.  
 PROPOSER – Person or firm submitting a Proposal.  
 RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.  
 RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.  
 FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.  
 SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.  
 CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.  
 CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.  
 CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.  
 The following terms may be used interchangeably by the City: ITB, or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.
- 2.02 **SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

#### **PART III BIDDING AND AWARD PROCEDURES:**

- 3.01 **SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidder's, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 **MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 **PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 **TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for Federal Excise taxes is 59-74-0111K, and State Sales tax exemption number is 16-03-196479-54C.

- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in his bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in his bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet, or exceed these items, and feels that the technical specifications are overly restrictive, he must notify the Procurement Division immediately. Such notification must be received by the Procurement Services Department prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order, cashiers check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.
- 3.15 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.16 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such

combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

- 3.17 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

#### **PART IV BONDS AND INSURANCE**

- 4.01 PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT:** If a performance bond or irrevocable letter of credit is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond or an Unconditional Irrevocable Letter of Credit payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. If a Letter of Credit is chosen, it must be in a form acceptable to the City, drawn on a local (Broward, Dade or Palm Beach Counties) bank acceptable to the City and issued in favor of the City of Fort Lauderdale, Florida. If a Bidder wishes to use a non-local bank, he must have prior City approval of the requirements to draw against the Letter of Credit.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond or Irrevocable Letter of Credit is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Department original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting his bid, agrees to abide by such modifications.

#### **PART V PURCHASE ORDER AND CONTRACT TERMS:**

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
  - All City Departments being advised to refrain from doing business with the Bidder.
  - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB he will supply only material or equipment that is 100% asbestos free.

- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, he will, if he has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party to the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
  2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.

3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a state period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.17 **ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 **PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Manager or selected designee.
- 5.20 **LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.